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13 **UNITED STATES BANKRUPTCY COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN FRANCISCO DIVISION**

16 **In re:**

17 **PG&E CORPORATION**

18 **-and-**

19 **PACIFIC GAS AND ELECTRIC**
20 **COMPANY,**

21 **Debtors.**

- 22 ☐ Affects PG&E Corporation
23 ☐ Affects Pacific Gas and Electric Company
24 ☒ Affects both Debtors

25) Bankruptcy Case
26) No. 19-30088 (DM)

27) Chapter 11

28) (Lead Case)
) (Jointly Administered)

**DECLARATION OF KEVIN RAMIREZ
IN SUPPORT OF THE LIMITED
OBJECTION AND RESERVATION OF
RIGHTS OF SALESFORCE.COM, INC.
TO PROPOSED ASSUMPTION OF
CERTAIN EXECUTORY CONTRACTS
AND CURE AMOUNTS**

Related Docket Nos. 6320, 7037

29 I, Kevin Ramirez, declare as follows:

30 1. I am the AR Analyst-Write-offs for salesforce.com, inc. ("**Salesforce**") and I am
31 authorized to execute this Declaration on behalf of Salesforce. If called to testify, I could and
32 would competently testify to the facts set forth herein based on my personal knowledge of those
33 facts, events and transactions.¹

34 ¹ Capitalized terms used in this Declaration, but which are not defined herein, shall have the meanings ascribed to
35 them in the Cure Objection filed concurrently herewith.

1 2. Salesforce is a Delaware corporation and, among other activities, it provides on-demand
2 customer relationship management and software application services (collectively, the
3 “**Services**”) to Salesforce’s business customers. (individually, a “**Customer**” and, collectively,
4 “**Customers**”). This declaration is filed in support of the *Limited Objection and Reservation of*
5 *Rights of Salesforce.com, Inc. to the Proposed Assumption of Certain Executory Contracts and*
6 *Cure Amounts* (the “**Assumption Objection**”) filed by Salesforce with respect to the possible
7 assumption by the Debtors of those certain executory contract to which the Creditors are a
8 counterparty (as hereinafter identified).

9
10 MAINTENANCE OF BUSINESS RECORDS

11 3. In my official capacity, I have personal knowledge of the method by which Salesforce
12 maintains permanent records of its transactions (individually, a “**Transaction**” and,
13 collectively, the “**Transactions**”) with its customers and, thereupon, I declare and state that
14 Salesforce maintains permanent records of all Transactions in a computerized accounting
15 system. All amounts due and owing to Salesforce with respect to any Transaction with a
16 Customer including, but not limited to, payments related to the Services, taxes, interest owed
17 with respect to any Service or agreement, fees, and other charges (individually, an “**Obligation**”
18 and, collectively, the “**Obligations**”), are entered in this accounting system at, or near, the time
19 such Obligations are incurred. Likewise, all payments made by a Customer with respect to any
20 Obligation or Transaction, and all other credits and debits related to any Obligation or
21 Transaction, are entered in this accounting system at, or near, the time such payment is received
22 and/or such credit or debit is made or incurred. Each such entry is made in the regular course of
23 business by employees of Salesforce who process these payments, receipts, credits, and debits.
24 If necessary, Salesforce can print hard copies of all entries.

25 4. I have personal knowledge of the manner by which Salesforce maintains records of its
26 written contracts, statements of work, schedules and any other documents related to such
27 contracts, and all amendments to any contract, statement of work, schedule, and/or any other
28 document (individually, a “**Agreement**” and, collectively, the “**Agreements**”) with its

1 Customers. As a regular part of its business, Salesforce maintains permanent records of the
2 Agreements and these records are compiled at the time, or near the time, that a Agreement is
3 received or processed.
4

5 SALESFORCE CONTRACT

6 5. I have personally reviewed Salesforce's records relating to the Debtors, including the
7 Transactions, the Obligations and the Agreements, and I am personally familiar with
8 Salesforce's Account with certain of the above-named Debtors.

9 6. Pacific Gas and Electric Company (one of the above-identified Debtors) entered into
10 those certain Order Forms (the "**SFDC Orders**")² whereby (a) Pacific Gas and Electric
11 Company ordered Services from Salesforce and became obligated to pay the aggregate full
12 contract amount for the Services, and Salesforce became obligated to provide the Services to
13 the Debtors.

14 7. The terms and conditions applicable to the Services that are subject to the Salesforce
15 Orders are set forth in the *Master Subscription Agreements* by and between the Debtors and
16 Salesforce, (the "**MSA**", the MSA together with the SFDC Orders constitute the "**Salesforce**
17 **Contract**"). A copy of the Salesforce Contract is not attached hereto due to the confidentiality
18 provisions contained within the Salesforce Contract. However, a copy may be made available
19 to the Debtors and the Committee in the event any response is filed to this Cure Objection.

20 BANKRUPTCY CASE

21 8. Based upon information and belief, I am informed that, on January 29, 2019 (the
22 "**Petition Date**"), each of the above-captioned Debtors (collectively, the "**Debtors**") filed their
23 individual, voluntary petitions in the above-captioned Court (the "**Court**") seeking relief under
24 Chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

25 9. Based on information and belief, I am informed that, on February 7, 2020, the Debtors
26

27 ² The SFDC Orders are listed on the "SFDC Cure Amount Summary" which is attached hereto as Exhibit A, and
28 incorporated by reference herein as if fully set forth.

1 filed their Disclosure Statement³ (the “**Disclosure Statement**”) to their Proposed Plan⁴ (the
2 “**Proposed Plan**”).

3 10. Based on information and belief, I am informed that, on February 19, 2020, the Debtors
4 filed their motion seeking, among other things, approval of the Disclosure Statement and
5 procedures for the solicitation and voting of the Proposed Plan and the assumption of certain
6 executory contracts and unexpired leases (the “**Disclosure Statement Motion**”).⁵

7 11. Based on information and belief, I am informed that, on March 17, 2020, the Court
8 entered the Disclosure Statement Order⁶ approving the Disclosure Statement and the solicitation
9 and voting procedures (the “**Plan Procedures**”) related to the Proposed Plan.

10 12. Based upon information and belief, I am informed that, on May 1, 2020, pursuant to the
11 Plan Procedures, the Debtors filed their Plan Supplement containing, *Exhibit B—Schedule of*
12 *Executory Contracts and Unexpired Leases to be Assumed pursuant to the Plan and Proposed*
13 *Cure Amount* (the “**Cure Notice**”) ⁷ that identifies the executory contracts and unexpired leases
14 that it may assume pursuant to the Proposed Plan, and the monetary defaults (the “**Cure**
15 **Amounts**”) with respect to such contracts and leases that it contends must be cured as a
16 condition of assuming a specific contract or lease. Among other executory contracts and
17 unexpired leases, the Cure Notice identifies the following executory contract and related Cure
18 Amount:

19 //

20 //

21
22 ³ See [Proposed] Disclosure Statement for Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization
23 [ECF5700] (the “**Disclosure Statement**”)

24 ⁴ See Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated January 31, 2020 [ECF 5590] as
revised on March 16, 2020 [ECF 6320] (the “**Proposed Plan**”)

25 ⁵ See Debtors’ Motion for Entry of an Order (I) Approving Form and Manner of Disclosure Statement; (II) Establishing and
Approving Plan Solicitation and Voting Procedures; (III) Approving Form of Ballots, Solicitation Packages, and Related Notices;
and (IV) Granting Related Relief (the “**Disclosure Statement Motion**”) [ECF 5835].

26 ⁶ See Order (I) Approving Form and Manner of Disclosure Statement; (II) Establishing and Approving Plan Solicitation and
Voting Procedures; (III) Approving Form of Ballots, Solicitation Packages, and Related Notices; and (IV) Granting Related Relief
27 (the “**Disclosure Statement Order**”) [ECF 6340].

28 ⁷ See Notice of Filing of Plan Supplement in Connection with Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of
reorganization Dated March 16, 2020 at Exhibit B—Schedule of Executory Contracts and Unexpired Leases to be Assumed
pursuant to the Plan and Proposed Cure Amount at Page 1341-1342 (the “**Cure Notice**”) [ECF 7037].

Non-debtor counterparty	Match ID	Contract ID	Debtor Name	Address	City	State	Country	Zip	Title of Agreement	Effective Date of Agreement	Cure Amount
SALESFORCE.COM	1012706	SRCASST_00869	PACIFIC GAS AND ELECTRIC COMPANY	1 MARKET ST, STE 300	SAN FRANCISCO	CA	US	94105	SALESFORCE.COM	9/27/2012	0
SALESFORCE.COM	1012706	SRCPOS_2700070676	PACIFIC GAS AND ELECTRIC COMPANY	1 MARKET ST, STE 300	SAN FRANCISCO	CA	US	94105	PURCHASE ORDER #2700070676 DATED 2/22/18	3/22/2018	\$4,585.75
SALESFORCE.COM, INC.	1012706	SRCDAL_02690	PACIFIC GAS AND ELECTRIC COMPANY	1 MARKET ST, STE 300	SAN FRANCISCO	CA	US	94105	PROFESSIONAL SERVICES AGREEMENT-SERVICE AGREEMENT	2/14/2018	\$0.00

CURE AMOUNT

13. Based upon my review of Salesforce's books and records pertinent to the Debtors' account, I declare and state that (a) the Debtors have failed to pay all Fees due and owing pursuant to the Salesforce Contract, and (b) more specifically, as of this date, not less than **US\$ 1,562,705.42** (the "**Salesforce Cure Amount**") is due and owing to Salesforce pursuant to the Salesforce Contract. A summary of the Salesforce Cure Amount (the "**SFDC Cure Amount Summary**")⁸ is attached hereto as Exhibit A and incorporated by reference herein as if fully set forth. Copies of the Invoices are not attached hereto due to the confidentiality provisions contained within the Salesforce Contract. However, copies of the Invoices will be made available to the Debtors upon request.

14. From and after this date, an additional US\$ 21,707,983.42 will become due and owing for Services to be provided through the end of the term of the contract (the "**Future Billing**"). See Exhibit "A" attached hereto.

⁸ The Salesforce Cure Amount and Future Billing referenced in the SFDC Cure Amount Summary represents amounts due as of this date. An on-going reconciliation is being conducted and the Salesforce Cure Amount and Future Billing amounts are subject to being updated in the future.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed this
2 15th day of May 2020 at San Francisco, California
3

4 DocuSigned by:
5 *Kevin Ramirez* 5/15/2020
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Kevin Ramirez